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Great Brit - George III No 45

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Confirming Articles of Agreement for Inclosing Common Fields, Commons, Pastures, and Waste Grounds, in the Townships or Hamlets of *Dringhoe*, *Upton*, and *Brough*, in the Parish of *Skipsea*, in *Holderness*, in the East Riding of the County of *York*.

Whereas an Agreement was lately entered into between *William Constable* of *Burton Constable*, in the County of *York*, Esquire, Seignior Lord of *Holderness*, and Lord of the Manor of *Skipsea*, in the said County of *York*, *Hugh Bethell* of *Rise*, in the said County of *York*, Esquire, Lord of the Manors of *Dringhoe* and *North Frodingham*, in the said County, and divers other Persons, Owners and Proprietors of Messuages, Lands, and Tenements, in the Townships or Hamlets of *Dringhoe*, *Upton*, and *Brough*, in the Parish of *Skipsea*, in *Holderness* aforesaid,

A

for

for the dividing and inclosing several open Fields, Pastures, Commons, and waste Grounds, lying and being in the Townships or Hamlets of *Dringboe, Upton, and Brough* aforesaid, in the Words or to the Effect following; that is to say,

Date of and
Parties to the
Articles.

Articles of Agreement indentured, made, concluded, and agreed upon, this Thirteenth Day of February, in the Second Year of the Reign of our Sovereign Lord *George the Third*, by the Grace of God, of Great Britain, France, and Ireland, King, Defender of the Faith, and so forth, and in the Year of our Lord One thousand Seven hundred and Sixty-two, Between *Hugh Bethell of Rise*, in the County of York, Esquire, Lord of the Manors of *Dringboe and North Frodingham*, in *Holderness*, in the same County, and also Owner of divers Freehold Messuages, Cottages, Lands, and Tenements, in the Townships or Hamlets of *Dringboe, Upton, and Brough*, in the Parish of *Skipssea*, in *Holderness* aforesaid, of the First Part; *Thomas Acklom of Beverley*, in the said County of York, Esquire, and *Mercy Staveley of Bridlington*, in the same County, Widow, Lessees for Three Lives under his Grace the Archbishop of York (Impropriator, in Right of his Archiepiscopal See of the Rectory of *Skipssea* aforesaid) of all the Tythes of Corn, Grain, Hay, Wool, and Lamb, and of all small Tythes and annual Offerings coming, growing, arising, and renewing, within the said Townships or Hamlets of *Dringboe, Upton, and Brough* aforesaid; and the said *Thomas Acklom* is also Owner of divers Messuages and Cottages, Lands and Tenements, Part Freehold and Part Copyhold, held of the said Manor of *North Frodingham*, of the Second Part; *Thomas Hudson of Bridlington* aforesaid, Esquire, *Robert Grimston*, Esquire, an Infant, under the Age of One and Twenty Years, by *William Osbaldeston of Hunmanby*, in the County of York, Esquire, and *John Grimston of Kilnwick*, in the same County, Esquire, his Guardians, *Jonathan Acklom of Wiseton*, in the County of Nottingham, Esquire, *Matthew Newsome of Upton* aforesaid, Yeoman, *Richard Eatton of Brough* aforesaid, Yeoman, *George Smith of Seaton*, in *Holderness* aforesaid, Yeoman, and *Lydia* his Wife, *William Garton of Brough* aforesaid, Yeoman, *John Warcup* of the same, Yeoman, *Francis Jackson of Dringboe* aforesaid, Labourer, and *John Hodgson of Bridlington* aforesaid, Merchant, and *Walter Waide*, Parish Clerk of *Skipssea* aforesaid, other Owners of, or otherwise interested in, divers Messuages, Cottages, Lands, and Tenements, in the said Townships or Hamlets of *Dringboe, Upton, and Brough* aforesaid, Part Freehold and Part Copyhold, held of the said Manor of *North Frodingham*, and of the Manor of *Skipssea*, in *Holderness* aforesaid, of the Third Part; and *William Constable of Burton Constable*, in the said County of York, Esquire, Seigneur Lord of *Holderness* aforesaid, and Lord of the said Manor of *Skipssea*, of the Fourth Part:

Whereas

Whereas there are in the said Townships or Hamlets of *Dringboe*, *Upton*, and *Brough*, Thirteen several open Fields, Pieces or Parcels of Arable, Meadow, and Pasture Ground and Commons, commonly called or known by the several Names of the *North Field*, *South Field*, *East Carr*, *Barrbriggs*, *Blenkins*, *Borobutt*, *Blake Moor*, *Crow Moor*, *Brough Carr*, *Dringboe Green*, *East Carr Nook*, *Broughams* and *West Carr*, whereof the *North* and *South Fields* are Arable, Meadow, and Pasture, and the rest are Meadow or Pasture; Names of the Commons.

And whereas there are in the said Townships or Hamlets of *Dringboe* and *Upton* Sixteen Messuages, all Freehold, the Owners of which are intituled to stock for every Messuage Two Geese-gates in the *Average Fields* until near *Lady-Day*, and the like in the *Fallow Fields* throughout the whole Year, but have no other Right, in respect of the said Messuages, of stocking either in the Fields or Pasture; of which Messuages the said *Hugh Betbell* hath Two at *Dringboe* aforesaid; the said *Thomas Acklom* Five, *videlicet*, Four situate at *Dringboe*, and One at *Upton*; the said *Thomas Hudson* Two at *Dringboe*; the said *Robert Grimston* Four, to wit, One at *Dringboe* and Three at *Upton*; the said *Jonatban Acklom* One at *Upton*; the said *Matthew Newsome* One at *Upton*; and the said *Thomas Acklom* One at *Crow Garth*, in the Lordship of *Dringboe* aforesaid: Number of Messuages,

And whereas there are also in the said Townships or Hamlets *Dringboe*, *Upton*, and *Brough*, Twenty-eight Cottages, some of them Freehold and some Copyhold, the Owners of which Cottages are intituled to Stock for each Cottage in the *North* and *South Fields*, in *Average Time*, One Beast-gate and an Half, and between *Lady-Day* and *May-Day* Five Sheep-gates, and in the *Fallow Field* One Goose-gate all the Year, and have not any Right of Stocking in the Pastures; of which Cottages the said *Thomas Acklom* hath Six, to wit, Four at *Dringboe*, and One at *Brough*, which are Freehold, and Two at *Upton* which are Copyhold, and held of the said Manor of *North Frodingham*; the said *Hugh Betbell* hath Three all Freehold, to wit, Two at *Dringboe* and One at *Brough*; the said *Thomas Hudson* hath Five all at *Brough*, to wit, One which is Freehold and Four which are Copyhold, held of the said Manor of *Skipsea*; the said *Robert Grimston* hath Four, to wit, One at *Dringboe* and One at *Upton*, both Freehold, and Two at *Brough* which are Copyhold, and held of the said Manor of *Skipsea*; the said *Richard Eatton* hath Five at *Brough*, all Copyhold, and held of the same Manor; the said *George Smith* and *Lydia* his Wife have One at *Brough*, also Copyhold, held of the same Manor; the said *William Garson* hath One at *Brough*, which is Copyhold, held of the said Manor of *Skipsea*; the said *John Warcup* hath One at *Brough*, which is Copyhold, held of the same Manor; and the said *Francis Jackson* hath One at *Dringboe*, which is Freehold: and of Cottages.

And

Quantity of
Land.

And whereas the said several open Fields, and Pieces or Parcels of Arable, Meadow, and Pasture Ground and Commons, contain Seventy-one Oxgangs and an Half, distinguished as hereafter mentioned, and some odd Lands, Part Freehold and Part Copyhold, which belong to the several Proprietors hereafter named, in the proportion following: that is to say, the said *Thomas Acklom* hath Eighteen Oxgangs and some odd or Forby Lands, of which Sixteen Oxgangs are Freehold, and Two are Copyhold, and held of the said Manor of *North Frodingham*, and Eight of the said Oxgangs are called and distinguished by the Name of *Old Land Oxgangs*, and the other Ten are called and distinguished by the Name of *Brough Carr Oxgangs*; the said *Hugh Bethell* hath Seventeen Oxgangs and an Half and some odd Lands, all Freehold, of which Seventeen Oxgangs are *Old Land Oxgangs*, and the Half Oxgang is of the *Brough Carr Oxgangs*; the said *Thomas Hudson* hath Fifteen Oxgangs and some odd Lands, all Freehold, of which Fifteen Oxgangs, Seven are *Old Land Oxgangs*, and the other Eight *Brough Carr Oxgangs*; the said *Robert Grimston* hath Sixteen Oxgangs and some odd Lands, all Freehold, of which Sixteen Oxgangs Five and Three Quarters are *Old Land Oxgangs*, and the remaining Ten and One Quarter are *Brough Carr Oxgangs*; the said *Jonathan Acklom* hath Three Oxgangs, all Freehold, and *Old Land Oxgangs* and some odd Lands; the said *William Garton* hath One Oxgang, which is Freehold, and a *Brough Carr Oxgang*; and the said *John Hodgson* hath One Oxgang, which is Freehold, and an *Old Land Oxgang*; and no Person hath any Right of Common or other Right in the said Fields, and Pieces or Parcels of Arable, Meadow and Pasture Ground and Commons, other than such Owners of Oxgangs as aforesaid, save such Common Right in the said Fields as is herein before mentioned to be belonging to the said Messuages and Cottages respectively, and save such Right as the said *Hugh Bethell* and *William Constable* respectively have, as Lords of the said respective Manors of *Dringhoe*, *North Frodingham*, and *Skipsea* aforesaid, in and to the Commons being within the said respective Manors, as Lords of the Soil thereof respectively; and the said Owners of *Old Land Oxgangs* have in respect thereof no Right to Stock in *Brough Carr*; save in every other Year in Average Time.

Tythes.

And whereas the Tythes of Corn, Grain, Hay, Wool, and Lamb, and all small Tythes and annual Offerings, are held by Deeds for three Lives, under his Grace the Lord Archbishop of York, by the said *Thomas Acklom* and *Mercy Stavelley*, of which the said *Thomas Acklom* hath two Third parts, and the said *Mercy Stavelley* the remaining Third part; and they have agreed with the other Parties to these Presents, by and with the Consent and Approbation of the most Reverend Father in God, *Robert* Lord Archbishop of York, who, in Right of his archiepiscopal See, is Impropiator of the Rectory of *Skipsea* aforesaid,

aforesaid, and Patron of the Vicarage thereof, to accept of a Compensation in Lands and Rents to the yearly Amount and Value of Seventy-five Pounds, to be allotted to them, with the Powers and Exemptions as hereafter mentioned, in lieu of all the Tythes and Dues belonging to them as aforesaid:

And whereas Mr. Thomas Bonas is Vicar of the said Parish Church, Surplice Fees of *Shippes*, but is not intitled to any Thing in the said Parish, have Surplice Fees and a Stipend paid him by the said Archbishop:

And whereas the said *Walter Waide*, as Parish Clerk of *Shippes*, Sheaves of aforesaid, is intitled to have yearly three Sheaves of Wheat from every Wheat of the said Oxcgangs, in lieu of which he hath agreed to accept of a Composition of Forty Shillings yearly, to be allotted to him out of the Lands intended to be inclosed as hereafter mentioned:

Now these Presents witness, That for the better improving Agreement the several Estates and Interests of the several Parties to these Presents in the said Fields, and Pieces or Parcels of arable, Meadow, and Pasture Grounds and Commons, and for the allotting Lands therein, and for the fixing and settling a Composition to be paid in Money to the said *Thomas Acklom*, and *Mercy Staveley*, in Proportion to their several Interests, amounting, together with the said Lands, to the Amount or Value of Seventy-five Pounds, in Lieu and full Satisfaction of all the Tythes of Corn, Grain, Hay, Wool, and Lamb, and other Tythes and Offerings, (except Surplice Fees payable to the said Vicar as aforesaid) to come, grow, renew, or arise, in, upon, or out of, the said Fields, or Pieces or Parcels of Arable, Meadow, and Pasture Ground and Commons, and all the antient Inclosures within the said several Townships or Hamlets of *Dringhoe*, *Upton*, and *Brough*, or any of them, It is covenanted, concluded, and agreed, by and between all the said Parties to these Presents, and each and every of them severally and respectively for himself, and herself, and themselves, and for his, her, and their several and respective Heirs, Executors, Administrators, and Assigns, do mutually covenant and agree, to and with each other of the said Parties, his, her, and their Heirs, Executors, Administrators, and Assigns, by these Presents, in Manner following (that is to say; First, It is agreed, That the several Shares, Parts, Proportions, and Interests, of the said several Proprietors, of and in the said several Fields and Pieces and Parcels of Arable, Meadow, and Pasture Grounds, and Commons, shall be thrown into an Average, and a new Division be made thereof, and that a certain Quantity of Land in the said Place called *Broughams*, in case there shall be a sufficient Quantity of Land therein for that Purpose, and if there shall not be a sufficient Quantity therein, then in some other Place near thereto, of the yearly Value of Thirty Seven Pounds Ten Shillings, where the same shall be

To throw the Lands into an Average,

and to set out Land to the Tenants of the Tythes and the Archbishop.

The several
Payments out
of the Lands.

inclosed, shall be allotted to the said *Thomas Acklom* and *Mercy Staveley*, their Heirs and Assigns, in the Proportions, according to their present Interests in the said Tythes and Dues, and to the said Archbishop and his Successors, Lessees, and Assigns, for the Time being, in Part of the said Seventy-five Pounds a Year; and that the Residue of the Lands and Tenements, in the said Fields, Meadows, Pastures, and Commons, shall be divided amongst the said Proprietors, in Proportion to their respective Shares, Parts, Proportions, and Interests therein; and that the Share or Shares, or Allotments of the said *Thomas Acklom* and *Mercy Staveley*, and of the said other Proprietors in all the said Fields, Meadows, Pastures, and Commons, shall be inclosed and fenced off, that the same may respectively be held and enjoyed in Severalty for ever, free from all common Right therein: **And it is also agreed**, That from and after the Fifth Day of *April*, in the Year of our Lord One thousand Seven hundred and Sixty-three, there shall be raised and paid to the said *Thomas Acklom* and *Mercy Staveley*, their Heirs and Assigns, in the Proportions aforesaid, and to the said Archbishop and his Successors, or his or their Lessees or Assigns for the Time being, of the said Tythes and Offerings, one Annual Composition Rent of Thirty-seven Pounds Ten Shillings, to be issuing out of the several Shares and Allotments in the said Fields, and Pieces or Parcels of Arable, Meadow, and Pasture Grounds and Commons, of all the said Proprietors (except out of the several Shares to be allotted to the said *Thomas Acklom* and *Mercy Staveley*, of the said yearly Value of Thirty-seven Pounds Ten Shillings as aforesaid, and out of the old inclosed Lands in *Dringboe*, *Upton*, and *Brough*, aforesaid, to be, (together with the Lands to be allotted to them as aforesaid) in Lieu and full Satisfaction and Discharge of all the Tythes of Corn, Grain, Hay, Wool, Lamb, and other Tythes and Offerings, now payable and belonging to the said *Thomas Acklom* and *Mercy Staveley*, as Lessees as aforesaid, and coming, growing, arising, or renewing, in, upon, or out of, the said Fields and Pieces or Parcels of Arable, Meadow, and Pasture Ground and Commons and Old Inclosures, or any of them, or elsewhere, within the said Townships or Hamlets of *Dringboe*, *Upton*, and *Brough* aforesaid, or any of them; and that from and after the same Fifth Day of *April*, in the same Year One thousand Seven hundred and Sixty-three, there shall be also raised and paid to the said *Walter Waide* and his Successors, Clerks of the said Parish Church of *Skipsea* for the Time being, One annual Composition Rent of Forty Shillings, to be issuing out of the several Shares and Allotments in the said Fields and Pieces and Parcels of Arable, Meadow, and Pasture Ground and Commons, or any of them, to be made to the Proprietors of Oxgangs aforesaid, in respect of their said Oxgangs or Parts of Oxgangs aforesaid, in Lieu and full Satisfaction and Discharge of the Three sheaves of Wheat per Oxgang payable to the said *Walter Waide*, as Clerk of the said Parish as aforesaid, and all other Claims of the said Clerk,

Clerk, or his Successors, out of, or in respect of the said Oxgangs, or any of them, such several Rents of Thirty-seven Pounds Ten Shillings, and of Forty Shillings, to be respectively paid upon the Tenth Day of October and the Fifth Day of April in every Year, by even and equal Portions, the first Payment thereof respectively to begin and be made on the Tenth Day of October, which shall be in the Year of our Lord One thousand Seven hundred and Sixty-three: And for the better ascertaining each Party's Share, Right, and Interest of and in the said Fields and Pieces and Parcels of Arable, Meadow, and Pasture Ground and Commons, and old Inclosures, in *Dringhoe, Upton, and Brough* aforesaid, and the better to enable the Commissioners hereinafter named to make a new Division and Allotment as aforesaid, of the said Fields, and Pieces or Parcels of Arable, Meadow, and Pasture Grounds and Commons, and a just Apportionment of the said several Composition Rents of Thirty-seven Pounds Ten Shillings and Forty Shillings, all the said Parties to these Presents do hereby nominate, empower, and authorize *Peter Nevill of Benningbolme Grainge, in Hol-* Surveyors appointed,
derness aforesaid, Gentleman, and *Thomas Lazenby of Burton Agnes* in the said County of York, Gentleman, and in case of the Death of either of them, then *John Lund* of the City of York Gentleman, in the Room or Place of him so dying, to take a full, exact, true, and distinct Survey and Admeasurement of all and each and every of the said Fields, and Pieces, and Parcels of Arable, Meadow, and Pasture Grounds and Commons, and old Inclosures, within the said Townships or Hamlets of *Dringhoe, Upton, and Brough* aforesaid, and of all and each and every of the said Proprietor's Share, Interest, and Proportion, in the said Townships or Hamlets, and in each and every Fall and Flat in each and every of the said Fields and Pieces and Parcels of Arable, Meadow, and Pasture Ground, and Commons, which they the said *Peter Nevill* and *Thomas Lazenby* shall reduce into Writing, and lay the same before the said Commissioners, on or before the Fifteenth Day of June next ensuing the Date hereof, so as the said Commissioners may proceed thereon, in order to perfect, allot, and assign, to the said *Thomas Acklom* and *Mercy Staveley*, Lands to the yearly Value of Thirty-seven Pounds Ten Shillings as aforesaid, and to each and every of the said Proprietors, their and each of their particular Share and Proportion of the Residue of the said Fields, and Pieces or Parcels of Arable, Meadow, and Pasture Ground and Commons, so intended to be divided and inclosed, and to ascertain, distinguish, and direct what each particular Owner therein (except as aforesaid) and in the said old Inclosures, shall pay towards making up the said several annual Composition Rent of Thirty-seven Pounds Ten Shillings and Forty Shillings: And for the Purposes aforesaid all the said Parties to these Presents do hereby nominate and appoint *John Dickinson of Beverley* aforesaid, Gentleman, *John Ostram* of *Burton Agnes* aforesaid, Gentleman, and *John Raines of Burton* and Commissioners.
Constable,

Who are to
allot the
Lands to the
Persons inter-
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in Lieu of
their present
Interest;

and to direct
the Payments
out of the In-
closures;

and to set
forth Ways
and Roads,

Constable, in the said County of *York*, Gentleman, to be their Com-
missioners, with full Power and Authority for them, or any Two of
them, to divide, allot, set forth, and assign, by *Mees* and Bounds,
unto the said *Thomas Acklom* and *Mercy Staveley*, their Heirs and
Assigns, and to the said Archbishop and his Successors, Lessees and
Assigns, Lands of the yearly Value of Thirty-seven Pounds Ten
Shillings, when the same shall be inclosed, in the Place or Places
aforesaid, in Part of, Compensation, and Lieu of their said Tythes
and Offerings, and to each and every of the said Proprietors in the
said Fields and Pieces and Parcels of Arable, Meadow, and Pasture
Ground and Commons, their and each and every of their respective
Parts, Shares, and Proportions, of and in the Residue of the said
Fields and Pieces and Parcels of Arable, Meadow, and Pasture
Grounds and Commons, so intended to be divided and inclosed, in
such Parts and Places there, as the said Commissioners, or any Two
of them, shall in their Judgment think most equal and convenient, in
Lieu and Satisfaction of their respective Parts, Shares, and Interests,
in the said Fields and Pieces and Parcels of Arable, Meadow, and Pas-
ture Ground and Commons, which they now respectively have and
enjoy; the said Commissioners having regard in such Allotments, as
well to the Quantity and Quality of each particular Proprietor's Share
and Interest, which he, she, or they now have or hath, as to the
Quantity and Quality of the Lands to him, her, or them respectively
to be allotted, and not giving to any of the said Proprietors or Per-
sons interested as aforesaid, any undue Preference, in respect of any
Allotments, which are to be made without Partiality; and also with
full Power and Authority for them the said Commissioners, or any
Two of them, to assign, proportion, ascertain, and direct, what
Sum or Sums of Money each particular Proprietor shall pay annually
out of the same, and out of the said old Inclosures, to the said *Thomas
Acklom* and *Mercy Staveley*, their Heirs or Assigns, and to the said
Archbishop and his Successors, Lessees, or Assigns, for the Time
being, towards making up the said annual Composition Rent of Thirty-
seven Pounds Ten Shillings, and also what Sum or Sums of Money
each particular Proprietor of Oxgangs, in respect of such Allotment
or Allotments to be made to him, shall pay annually out of the same
to the said *Walter Wajde* and his Successors, Clerks to the said Parish
Church of *Skipsea*, towards making up the said annual Composition
Rent of Forty Shillings, in Lieu and Compensation of the Sheaves of
Wheat now payable to the said Clerk as aforesaid; and also with full
Power and Authority to set forth all Manner of Ways, both publick
and private, within the said Fields and Pieces and Parcels of Arable,
Meadow, and Pasture Ground and Commons, and all the Drains,
Ditches, Watercourses, and Fences, Bridges, Gates, and Stiles, that
are to be made in and upon the same upon the Inclosure thereof, and
how and by whom, of what Dimensions, and in what Time the
same

same shall be made, and thereafter cleansed and repaired; and also to set forth, distinguish, and ascertain, what Lands or Grounds in the said Fields and Pieces and Parcels of Arable, Meadow, and Pasture Ground and Commons, are or shall be allotted to any of the said Proprietors, in respect or in lieu of the Copyhold Lands or Tenements in the said Lordships of North Frodingham and Skippa, as aforesaid, respectively, now held or enjoyed of or under the said Hugh Bethel, as Lord of the said Manor of North Frodingham, and of and under the said William Constable, as Lord of the said Manor of Skippa, by Copy of Court Roll, at the Will of the Lord or his Heirs, or any of them; and also to value, ascertain, and direct, how much shall be paid to each Tenant or Owner, for Damage which shall be done by cutting any Ditches or otherwise, on or through another Person's Wheat Lands, or for standing of Wheat, or for not sowing down Beans, Barley, or any other Corn, and the Tythes thereof, by Tenants to the Owners, or by the Owners to the Tenants; and also to set forth, order, and do, all and every other Matters and Things necessary for the perfecting and compleating the said Division and Inclosure, according to the true Intent and Meaning of these Presents, as to them the said Commissioners, or any Two of them, shall seem meet; so as the said Commissioners, or any Two of them, do make their Award and Determination upon the Matters and Things to them hereby referred in Writing, under their Hands and Seals, on or before the Fifth Day of April, which shall be in the Year of our Lord One thousand Seven hundred and Sixty-three: **And it is further Agreed**, by and between the Parties to these Presents, That such Shares, Parts, Proportions, and Allotments, of and in the said Fields and Pieces and Parcels of Arable, Meadow, and Pasture Ground and Commons, as shall be set out and allotted by the said Commissioners, or any Two of them, as aforesaid, shall be binding and conclusive to all and every the said Owners and Proprietors, and their and every of their Heirs, Executors, Administrators, Successors, and Assigns, and shall be respectively accepted by them; and that each and every of the said Owners and Proprietors, and their Heirs, Executors, Administrators, Successors, and Assigns, shall and may hold and enjoy his, her, and their Part, Share, Proportion, and Allotment in Severalty, freed and discharged of and from all Claim and Right of Common, and shall have the same or like Estate and Interest in such his, her, or their Share, Part, Proportion, or Allotment, so to be allotted (when allotted) as he, she, or they respectively have or hath in the Lands, or Tythes, or common Right, in respect and Place whereof such Allotments are to be made, without any Claim, Title, or Disturbance, to be made or given one to another, by any of the Proprietors or Persons interested as aforesaid, in the said Fields and Pieces and Parcels of Arable, Meadow, and Pasture Grounds and Commons, or any other claiming or to claim by, from, or under them or any of them, their or any of their Heirs, Successors, or Assigns; but nevertheless the said several Shares, Parts, Proportions, and Allot-

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Lands to be
allotted to be
held for the
same Estate
as the Owners
present Lands.

Power of Dis-
trefs for the
Rents.

ments (except what shall be allotted to the said *Thomas Acklom* and *Mercy Staveley*, in Part of Compensation for their said Tythes) shall be subject to, and charged with such annual Sum or Sums of Money, as the said Commissioners, or any Two of them, shall direct and appoint as aforesaid, for and towards making up the said annual Composition Rent of Thirty-seven Pounds Ten Shillings, to be paid to the said *Thomas Acklom* and *Mercy Staveley*, their Heirs and Assigns, and the said Archbishop and his Successors, Lessees, or Assigns, and also for and towards making up the said annual Composition Rent of Forty Shillings, to be paid to the said *Walter Waide* and his Successors as aforesaid: **Provided always, and it is hereby further agreed,** That all the Lands or Grounds in the said Fields and Pieces and Parcels of Arable, Meadow, and Pasture Ground and Commons, which shall be allotted as aforesaid to any of the said Proprietors, in lieu or in respect of any Lands or Tenements now belonging to such Proprietor respectively, which are Copyhold, shall, from and for ever after such Award shall be made as aforesaid, be deemed to be Copyhold (though the same were before Freehold), and shall be held by and under the same Tenure, Rents, Customs and Services, of the respective Lords of the said Manors of *North Frodingham* and *Skipsea*, of which the same are now respectively holden, as the Copyhold Lands or Tenements, in lieu or in respect whereof such Allotments shall be made, are now held; and that the Lands or Tenements in the said Fields, Pieces or Parcels of Arable, Meadow, and Pasture Ground and Commons, which are now Copyhold held of the said respective Lords or either of them, and which shall be allotted as aforesaid to any of the said Proprietors, in lieu or in respect of any Lands or Tenements now belonging to such Proprietor respectively, which are Freehold, shall, from and for ever after such Award shall be made as aforesaid, be deemed to be Freehold (though the same were before Copyhold) and shall be respectively held by and under the same Tenure, Rents, Customs, and Services, of the said respective Lords of the said respective Manors, as the Freehold Lands or Tenements, in lieu or in respect whereof such Allotments shall be made, are now held (saving and except such customary Right of Common in the said Fields and Pieces and Parcels of Arable, Meadow, and Pasture Ground and Commons, or any of them, which now belong to any of the said Freehold or Copyhold Lands or Tenements; which Right of Common is hereby agreed and intended to be utterly and for ever extinguished and destroyed, from the Time that such Award shall be made as aforesaid: **And it is further agreed,** That if any Share or Shares, Proportion or Proportions, of the said annual Composition Rent of Thirty-seven Pounds Ten Shillings, and of the said annual Composition Rent of Forty Shillings, to be charged upon any of the Proprietors as aforesaid, or any Part or Parts of such Share or Shares, Proportion or Proportions, shall happen to be behind or unpaid, by the Space of Thirty Days next after any of the said Days

of

of Payment hereby appointed or agreed upon (being first lawfully demanded) then and so often and from time to time as the same shall so happen, it shall and may be lawful to and for the said *Thomas Acklom* and *Mercy Staveley*, their Heirs and Assigns, and the said Archbishop and his Successors, Lessees, or Assigns, according to their several Estates in the said Rent of Thirty-seven Pounds Ten Shillings, and also for the said *Walter Waide* and his Successors respectively, to enter into and distrain in such specifick Part or Parts only of the Lands and Tenements in the said Townships or Hamlets, which shall be charged with such Share and Proportion of the said several annual Composition Rents, or either of them, which shall be so behind and unpaid respectively, or into any Part thereof respectively; and the Distress and Distresses then and there found and taken to dispose of, according to the Laws now in Force concerning Distresses for Rent reserved upon Leases for Years, so always provided that the Distress to be taken for any Part or Share of the said several annual Composition Rents, or either of them, be made and taken on the Lands charged with such Part or Share, or on the Lands of the Person or Persons from whom such Part or Share of the said several annual Sums, or either of them, shall be due and in Arrear; and that the Lands of one Person or Owner be not liable to any Distress for the Arrears of any Part or Share of the said several annual Composition Rents, or either of them, due or to grow due from any other Person or Owner: **And it is further agreed,** The Rents and Lands to be in Lieu of Tythes, &c.

That the said *Thomas Acklom* and *Mercy Staveley*, their Heirs and Assigns, and the said Archbishop and his Successors, Lessees, and Assigns for the Time being, shall, from and after the said Fifth Day of *April* One thousand Seven hundred and Sixty-three, accept of the said annual Rent of Thirty-seven Pounds Ten Shillings, to be raised and paid in manner as aforesaid, and the Lands of the yearly Value of Thirty-seven Pounds Ten Shillings, to be allotted to them as aforesaid, for and as a Composition for, and in Lieu and Satisfaction of, all the Tythes of Corn, Grain, Hay, Wool, and Lamb, and all other Tythes and annual Offerings (except Surplice Fees), yearly coming, growing, renewing, and arising within the said Townships or Hamlets of *Dringboe*, *Upton*, and *Brough* aforesaid, now payable and belonging to the said Rectory of *Skipsea*; and that in Consideration of the said Rent and Lands, all the other Lands, Grounds, and Tenements, as well old Inclosure as the new, in the same Townships or Hamlets, or any of them, shall for ever be discharged from Payment of all Tythes and annual Offerings as aforesaid, arising or to arise out of the same Lands, Grounds, or Tenements, or any of them; and also that the said *Walter Waide* and his Successors, Clerks of the said Parish of *Skipsea*, shall and will, from and after the said Fifth Day of *April* One thousand Seven hundred and Sixty three, accept of the said annual Rent or Sum of Forty Shillings, to be raised and paid in manner as aforesaid, for and as a Composition Rent for, and in Lieu and Satisfaction of, the Three Sheaves of Wheat *per* Oxgang, now payable and

and belonging to the said *Walter Waide*, as Clerk of the said Parish; and that in Consideration of the same annual Composition Rent, all the said Seventy-one Oxgangs and an Half, and all the Lands and Grounds to be allotted to the respective Proprietors thereof in Lieu of their said several Shares and Parts of Oxgangs, shall be for ever discharged from Payment of the said Three Sheaves of Wheat *per* Oxgang, and all other Payments, to the said Clerk and his Successors, in respect thereof, other than the said Rent of Forty Shillings:

New Commissioners to be chosen.

And it is also agreed, That if any one or more of the said Commissioners shall happen to die, or refuse to act, before any Award and Determination shall be made and finished by them, or any Two of them, as aforesaid, then the Survivors or Survivor of the said Commissioners, or such of them as shall be willing to act as aforesaid, shall elect and chuse, from time to time, within one Month after the Death of each Commissioner, or Refusal to act as aforesaid, and in case of their Neglect so to do, that then the major Part of the Owners of Oxgangs aforesaid, shall elect and chuse some other proper Person or Persons, not interested in the said Townships or Hamlets, or any of them, who shall be Commissioner or Commissioners in the Place or Places of such Commissioner or Commissioners who shall die or refuse to act as aforesaid; and such Person or Persons, so to be elected and chosen, shall and may act, and have the same and like Powers and Authority in the Premises, as the Commissioner or Commissioners in whose Place or Places he or they shall succeed, are hereby invested with; and in the mean Time or in default of such Election, the surviving Commissioners, or such of them who shall be willing to act as aforesaid, (if there shall be more than one) shall proceed in and about completing and finishing the said intended Division and Inclosure, and in executing all other the Powers hereby vested in or given to the Commissioners hereby nominated and appointed: **And it is hereby further agreed**, That proper Means and Application shall be taken and made for obtaining an Act of Parliament with all convenient Speed, for the better making and confirming the said intended Division and Inclosure, and establishing and carrying into Execution the Agreements herein contained, according to the true Intent and Meaning thereof; and that the Charges and Expences in and about the soliciting and obtaining such Act of Parliament, and in and about the making and executing these Articles, and the Charges and Expences of surveying and measuring the said Fields, and Pieces and Parcels of Arable, Meadow, and Pasture Ground, and Commons, and all the Charges of the said Commissioners, in and about making their said Award and Inrolling the same, and all other incidental Charges and Expences whatsoever, for or by reason of the said intended Division and Inclosure, and carrying these Articles into Execution, shall be jointly borne and paid by every respective Owner of Owners, or Persons interested in the said Fields and Pieces and Parcels of Arable, Meadow, and Pasture Ground, and Commons, their Guar-

Application for the Act.

Direction for Payment of the Expences.

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dians or Trustees, by an equal Rate upon every Acre of Land so intended to be inclosed and divided, according to the full Value thereof, or according to the Proportion of Acres every particular Owner or Person shall have in the said Fields, and Pieces and Parcels of Arable, Meadow, and Pasture Ground, and Commons, to be divided and inclosed as aforesaid, for his and her Share and Part thereof, which by the said Commissioners, or any two of them, shall be thought most equal; Which Rates, in case of Nonpayment thereof, or any of them, to the said Commissioners, or such Person as they, or any Two of them, shall appoint, within Twenty Days after Demand, shall be respectively levied by Distress and Sale of the Goods and Chattels of the Person or Persons neglecting or refusing to pay the same, by Warrant under the Hands and Seals of the said Commissioners, or any Two of them, directed to any Person or Persons whatsoever, such Person or Persons rendering the Overplus (if any be) on Demand, to the Owner or Owners of such Goods and Chattels, after deducting the Costs and Charges of taking and making such Distress and Sale; but the said several annual Composition Rents of Thirty-seven Pounds Ten Shillings and Forty Shillings, or any Part thereof, or the said *Thomas Acklam* and *Mercy Staveley*, their Heirs or Assigns, or the said Archbishop, his Successors, Lessees, or Assigns, or the said *Walter Waide*, and his Successors or any of them, for or in respect of the said several Composition Rents, shall not be charged or chargeable with, or contribute to any of the Charges or Expences aforesaid: **And it is further agreed,** That all Outrents, Feefarm Rents, and other Payments, Mortgages, Charges, and Incumbrances, respectively issuing out of, or due and payable, or to become due and payable to any Person or Persons whatsoever, for or in respect of, or charged upon, any of the Lands or Tenements of the said Proprietors in the said Fields, and Pieces and Parcels of Arable, Meadow, and Pasture Ground and Commons, or any of them, shall, from and after the making an Award by the said Commissioners, or any Two of them, in Manner as aforesaid, be respectively issuing and payable out of, and charged upon, such Parts and Shares thereof, as to the said Proprietors shall be respectively allotted and set forth in the same Award, in Lieu of their said former Lands and Tenements, and the Persons to whom such Lands, out of or upon which any such Out Rent, Fee Farm Rent, or other Payment, Mortgage, Charge, or Incumbrance as aforesaid, is now or shall then be issuing or payable or charged, shall be allotted, or the same Lands shall not be chargeable therewith: **Provided always,** Rights of Manors preferred. **and it is hereby further agreed,** That nothing herein contained shall be construed to defeat, lessen, or prejudice the Right, Title, and Interest of the said *Hugh Bethell* and *William Constable* respectively, of, in, and to the Seigniorie and Royalties respectively incident and belonging to the said respective Manors of *Dringhoe*, *North Frodingham*, and *Skipsea* aforesaid; or of the said *William Constable*, of, in, and to

the Seigniorie of *Holderness* aforesaid; but that they the said *Hugh Betbell* and *William Constable* respectively, and all and every Person and Persons, Lord and Lords of the said respective Manors and Seigniorie of *Holderness* aforesaid, for the Time being, shall and may, from time to time, and at all Times for ever hereafter, hold and enjoy all Rents, Services, Courts, Perquisites, and Profits of Courts, Mines, Goods and Chattels of Felons and Fugitives, Felons of themselves and Persons put in Exigent, Deodands, Waifs, Estrays, Forfeitures, and other Royalties and Seigniorie to the said respective Manors, or to them or any of them, as Lord or Lords thereof respectively, incident, appendant, belonging, or appertaining, in as full, ample, and beneficial Manner, to all Intents and Purposes, as they or any of them could or might have held or enjoyed the same, in case these Presents had not been made (other than and except such Rents, Customs, and Services, and Forfeitures, to which any of the Copyhold Lands or Tenements aforesaid, which shall be changed to Freehold as before-mentioned, are now subject, in regard only to their being now Copyhold; and other than and except such Right of Common as could or might be claimed by them respectively, as Lord or Lords of the said respective Manors or Seigniorie, or otherwise, upon the Premises so intended to be divided and inclosed): **Provided also**, That in all future Rates and Levies to be made in the said Townships or Hamlets of *Dringhoe*, *Upton* and, *Brough*, or any of them, the said several annual Composition Rents of Thirty-seven Pounds Ten Shillings, and Forty Shillings, shall be assessed in the same Proportion as the Lands and other Tenements in the same Townships or Hamlets, are or shall be, and not to the full of the said Composition Rents, unless the Landholders therein are or shall be at the same Time assessed to the full yearly Value of their Lands or Tenements; but always in a just Proportion thereto.

Rates and
Levies to be
as they now
are.

Agreement to
stand to the
Award.

And lastly, It is mutually and reciprocally covenanted and agreed, by and between all the said Parties to these Presents, and each of them do hereby severally and respectively covenant and agree one with the other, and with and for the several and respective Heirs, Executors, Administrators, Successors, and Assigns of one another, that each and every of the said Parties to these Presents shall and will stand to, abide, and perform the Award, Order, Determination, and Allotment of the said Commissioners, or any Two of them, touching or concerning any of the Matters and Things referred to them as aforesaid; and in case at any Time after such Award, Order, Determination, and Allotment is made, any Suits or Controversies shall happen to arise or be commenced against all or any of the Persons to whom any Allotment or Allotments shall be made in the said Fields and Pieces or Parcels of Arable, Meadow, or Pasture Ground and Commons, or any of them, by virtue or in pursuance of these Presents, his, her, or their Heirs, Executors, Administrators, Successors or Assigns, in order to the breaking, pulling down, or hindering the said Inclosure, or any Part

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Part thereof as aforesaid; or for taking the said Tythes and Offerings in kind of the Lands and Tenements in the said Lordships or Hamlets of *Dringhoe, Upton, and Brough*, or any of them, so to be charged with the Payment of the said Composition Tythe Rent of Thirty-seven Pounds Ten Shillings as aforesaid, or for the breaking the said Compositions to be made and paid in lieu of the same Tythes, then in all such Cases, for the Defence, maintaining, and keeping up the said Inclosure, Compositions and Agreements aforesaid, relating to the Premises, they the said Parties to these Presents and every of them, their and each and every of their Heirs, Executors, Administrators, Successors, and Assigns, shall and will contribute and bear, in Proportion to their respective Allotments and Interests in the said Fields and Pieces and Parcels of Arable, Meadow, and Pasture Ground and Commons, the Charges and Expences, Costs, and Damages, that shall happen to be expended and sustained, in and touching the same Suits and Controversies (if any Suits happen to be), and making good the Damages to the Parties grieved, the same to be raised and paid by a Tax upon their several Lands and Tenements within the said Townships or Hamlets aforesaid.

In Witness whereof the Parties above named to these Present interchangeably have set their Hands and Seals, the Day and Year first above-written.

Hugh Bethell.
Thos. Acklom.
Mercy Staveley.
Jonaⁿ. Acklom.
Thos. Hudson.
Lydia Smith, her Mark.
The Mark of Matthew Newsome.
Recherd Eaton.
William Garton.
John Warkup.
The Mark of Francis Jackson.
John Hodgson.
William Constable.

Sealed and delivered, by the within named
Hugh Bethell, in the Presence of
W^m. Nelson, Junr.
Chas. Cowper, Junr.

Sealed and delivered, by the within named
Thomas Acklom, in the Presence of
W^m. Nelson, Junr.
Richard Lowthorp.

Sealed

Sealed and delivered, by the within named
**Mercy Staveley, Thomas Hudson, Lydia
 Smith, and John Hodgson, in the Pre-
 sence of**
John Taylor.

Sealed and delivered, by the within named
**William Constable and Jonathan Acklom,
 in the Presence of**
W^m. Nelson, Junr.

Sealed and delivered, by the within named
**Matthew Newsome, Richard Yatton, Wil-
 liam Garton, John Warcup, and Francis
 Jackson, in the Presence of us,**
**W^m. Nelson, Junr.
 William Ruddock.**

Confirmation
 of the Arti-
 cles.

And whereas the executing and effecting the said Agreement
 would be for the mutual Benefit of all Persons interested in the said
 Open Fields, Commons and Waste Grounds, and be of publick Utility,
Yet the same cannot be established and rendered effectual, to answer
 the Intention of the Parties, without the Aid and Authority of an Act
 of Parliament;

May it therefore please Your MAJESTY,

That it may be **Enacted; And be it Enacted**, by the KING
 most Excellent MAJESTY, by and with the Advice and Consent of the
 Lords Spiritual and Temporal, and Commons, in this present Parlia-
 ment assembled, and by the Authority of the same, That the said
 Articles so made and entered into as aforesaid, and herein before set
 forth and recited, and every Article, Clause, Covenant, and Agree-
 ment, Matter and Thing therein inserted and contained, shall be, and
 the same are hereby ratified, established, and confirmed, according to the
 Tenor, Purport, and true Meaning of the same, as fully and effectually
 to all Intents and Purposes, as if the same had been hereby expressly
 enacted.

The Allot-
 ments to be
 in Lieu of
 Common
 Right.

And it is hereby further Enacted and Declared, That the
 several Lands and Grounds, which, by virtue and in pursuance of the
 said Articles, and this present Act, shall be assigned, set forth and al-
 lotted, as and for the several Lots and Shares of the several Persons in-
 titled to the same, shall be so assigned, allotted, and vested in them re-
 spectively, to such and the same Uses, and to and for such and the same
 Estates, as the Lands, Grounds, and Common Right, in respect
 whereof such Allotments shall be made, now are severally limited

unto; and which said Allotments are to be in Satisfaction and Compensation of and for all Right of Common whatsoever, belonging to or that can or may be claimed by them, every or any of them, in, over, or upon the open Fields, Commons, and waste Grounds, in and by the said Articles agreed and intended to be inclosed as aforesaid: And that from and immediately after the Execution of the Instrument or Award, in the said Articles agreed to be made and executed as is therein mentioned, all Right of Common in, over, and upon the said open Fields, Commons, and waste Grounds, so intended and agreed to be inclosed as aforesaid, or any Part thereof, and all Tythes arising and renewing within the said Townships or Hamlets of *Dringhoe*, *Upton*, and *Brough*, (other than and except so far as in and by the said Articles is otherwise provided), shall cease, determine, and be extinguished.

Provided also, That nothing in this Act contained shall extend or be construed to defeat, lessen, or prejudice the Right, Title, and Interest of the Seignior Lord of *Holderness* aforesaid, or the Lord or Lords of the Manors of *Dringhoe*, *North-Frodingham*, and *Skipsea*, of, in, and to the Seigniories and Royalties incident and belonging to the said Manors; but that the Seignior Lord of *Holderness* aforesaid, and the Lord or Lords of the aforesaid Manors, for the Time being, shall and may from time to time, and at all times for ever hereafter, hold and enjoy all Rents, Services, Courts, Perquisites, and Profits of Courts, Mines, Quarries, Goods, and Chattels of Felons and Fugitives, Felons of themselves and put in Exigent, Deodands, Waifs, Estrays, Forfeitures, and all other Royalties, Privileges, and Appurtenances to the said Manors, or to the Lord or Lords thereof for the Time being, incident, appendant, belonging, or appertaining, other than and except such Right of Common as could or might be claimed by him or them, as Lord or Lords, of the said Manors, or otherwise, upon the Premises so intended and agreed to be inclosed as aforesaid, in as full, ample, and beneficial manner, to all Intents and Purposes, as they or any of them respectively could or might have held and enjoyed the same, in case this Act had not been made.

And the Lords of the said Manors not to be prejudiced.

And it is hereby further Enacted and Declared, That the several Lands and Grounds, which upon the said Inclosure and Division shall be assigned and allotted to the several Parties interested in the Premises in pursuance of this Act (whether the same belonged to or were the Property of the same Parties, or of any other Person or Persons respectively, at or immediately before such Allotment) shall, from and immediately after the Time of such Allotment, go, remain, and enure, and be held and enjoyed, and the several Persons to whom the same shall be assigned and allotted, shall from thenceforth stand and be seised thereof, to such and the same Uses, and to and for such and the same Estates, and subject to such and the same Leases, Wills, Limitations,

That the Lands to be allotted shall be to the Uses of the Land while uninclosed.

tions, Remainders, Charges, Tenures, Rents, Services, and Incumbrances, as the several Lands, Grounds, Tenements, and Hereditaments (in lieu or in respect whereof such Allotments shall be made in pursuance of this Act), now are or should and would have been subject and liable to, charged with, or affected by, in case the same had remained uninclosed, or this Act had not been made: And that all Leases, Wills, Entails, Limitations, Remainders, Tenures, Rents, Services, Charges, and Incumbrances, charged upon or affecting any of the Lands and Grounds of any of the said Parties respectively, which upon the said intended Inclosure and Division shall be assigned and allotted to any other Person respectively, shall cease, determine, and be void; any Thing herein contained to the contrary notwithstanding.

The Award to
be inrolled.

And it is hereby further Enacted and Declared, That the said Articles of Agreement herein before set forth and recited, shall be deposited with the Clerk of the Peace for the East Riding of the County of *York*, to be kept among the Records of the Sessions of the Peace for the said Riding; and that the said Instrument and Award, thereby agreed to be executed by the said Commissioners, or any Two or more of them, for such Purpose, and of such Tenor and Purport as is therein mentioned, shall be inrolled at the Register Office appointed to be kept at *Beverley* for the inrolling Deeds and Conveyances of Lands and Hereditaments, in the East Riding of the County of *York*, by an Act of Parliament, made in the Sixth Year of the Reign of the late Queen *Anne*; and Copies from the said Inrollment, without Stamps, signed by the said Register or his Deputy, shall be allowed as Evidence in all Courts of Law and Equity.

General Sav-
ing.

Saving always to the KING's most Excellent MAJESTY, his Heirs and Successors, and to all and every other Person and Persons, Bodies Politick and Corporate, his, her, and their Heirs, Successors, Executors, and Administrators (Other than the Parties to the said Articles, and all and every other Person and Persons intitled to any Lands, Grounds, Common of Pasture, or other Common Right, in or upon the said open Fields, Commons, and Waste Grounds, so agreed and intended to be divided and inclosed as aforesaid, his, her, and their Heirs, Successors, Executors, and Administrators respectively); **All** such Estate, Right, Title, and Interest, as they, every or any of them, had and enjoyed, of, in, to, or out of, the same open Fields, Commons, and Wastes, before the passing this Act, or could or might have had and enjoyed in case this Act had not been made.

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A C T

F O R

Confirming Articles of Agreement for
Inclosing Common Fields, Commons,
Pastures, and Waste Grounds, in the
Townships or Hamlets of *Dryngbee*,
Upton, and *Brough*, in the Parish of
Stipsea in *Holderness*, in the East Ri-
ding of the County of *York*.